

BILL NO. S-97-06- / 0

SPECIAL ORDINANCE NO. S-66-97

AN ORDINANCE approving Contract **97-W-01, NORTHEAST ELEVATED STORAGE TANK** between PITT-DES MOINES, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract #97-W-01, NORTHEAST ELEVATED STORAGE TANK by and between PITT-DES MOINES, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc. necessary for the fabrication and erection of a new 1,500,000 gallon steel elevated fluted pedestal water tank, including foundation, painting, site work and accessories;

involving a total cost of One Million Six Hundred Twenty-Eight Thousand Three Hundred Twelve and no/100 Dollars - (\$1,628,312.00). Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

NORTHEAST ELEVATED STORAGE TANK											
Contract No. 97-W-01; B.O. #27-96; W.O.64619											
Tank Industry Consultants											
BID TABULATION											
ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE	PITT-DES MOINES (LAND)	BROWN STEEL (W.F. JOHNSTON)	EXTENSION	CALDWELL TANKS (JOHNSTON CONS)	EXTENSION	UNIT PRICE	UNIT PRICE
1	One (1) steel elevated fluted pedestal water tank, including foundation, painting, and accessories	1	Lump Sum				\$1,628,000.00		\$1,688,500.00		\$1,887,200.00
2	Additional Concrete for footings, including formwork, reinforcement, etc. IF REQUIRED	1	CU YD.	\$300.00	\$275.00	\$235.00	\$275.00	\$400.00	\$235.00	\$400.00	\$400.00
3	Additional Excavation incl. backfill, labor etc. IF REQUIRED	1	CU YD.	\$100.00	\$10.00	\$10.00	\$10.00	\$100.00	\$10.00	\$100.00	\$100.00
4	Additional structural backfill including labor, compaction, etc. IF REQUIRED	1	CU YD.	\$100.00	\$27.00	\$25.00	\$27.00	\$200.00	\$25.00	\$200.00	\$200.00
TOTAL							\$1,628,312.00		\$1,688,770.00		\$1,887,900.00
ALTERNATE ADDITIONAL											
5	Logo on Tank Container including materials, labor, etc.	1	Lump Sum				\$8,300.00		\$9,800.00		\$10,000.00
6	Obstruction Lighting including conduit, wiring, labor, etc.	1	Lump Sum				\$4,300.00		\$3,600.00		\$5,000.00

AGREEMENT

This Agreement is dated as of the 18TH day of JUNE in the year 1997, by and between the City of Fort Wayne City, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, City/County Building, One Main Street, Room 920, Fort Wayne, Indiana 46802 hereinafter called OWNER, and Pitt-Des Moines, Inc. having an office at 3400 Grand Avenue, Pittsburgh, PA 15225 hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 THE WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The fabrication and erection of a new 1,500,000 gallon steel elevated fluted pedestal water tank, including foundation, painting, site work and accessories, "Young Road Tank," in Fort Wayne, Indiana, Water Contract No. 97-W-01.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The fabrication and erection of a new 1,500,000 gallon steel elevated fluted pedestal water tank, including foundation, painting, site work and accessories, "Young Road Tank," in Fort Wayne, Indiana, Water Contract No. 97-W-01.

00510-1

ARTICLE 2 ENGINEER

The Project has been designed by TANK INDUSTRY CONSULTANTS, INC. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.1 The Work on the 1,500,000 gallon steel elevated fluted pedestal water tank shall be Substantially Completed within four hundred fifty (450) calendar days and shall be completed and ready for Final Payment in accordance with paragraph 14.13 of the General Conditions within four hundred eighty (480) calendar days. It is anticipated that the work will begin in the spring of 1997 and the painting will proceed in the spring of 1998.

3.2 The start date and Contract Time for the work shall commence to run as provided in paragraphs 2.3 and 17.2.1 of the General Conditions.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and the OWNER'S ability to provide the public with a safe drinking water supply may be impaired if the Work is not completed within the times specified in paragraphs 3.1 and 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay the OWNER five hundred dollars (\$500) for each calendar day that expires after the times specified in paragraphs 3.1 and 3.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred dollars (\$100) for each calendar day that expires after the times specified in paragraphs 3.1 and 3.2 for completion and readiness for Final Payment.

ARTICLE 4 CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The CONTRACTOR'S Bid Form is attached and made part of this Agreement.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications will be processed by ENGINEER as provided in the General Conditions. No separate payment shall be made for bonds, insurance, design, drawings, mobilization, enclosure of the cleaning and/or painting debris, or paint materials not incorporated into the Work.

5.1 Progress Payments and Retainage. The CONTRACTOR may submit requests for payments no more often than every thirty (30) days for Work performed and accepted under the contract. If the CONTRACTOR is in compliance with the provisions of the contract, the OWNER will make payments for such Work performed and completed. However, in any such case, OWNER will retain ten percent (10%) of the total amount owing to insure CONTRACTOR'S compliance with the E.B.E. Rider attached to this contract. Payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

Since this contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement, which shall be 5% of the invoiced amount deposited in escrow. However, payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. Rider attached hereto.

5.2 Acceptance and Final Payment. Final payment shall be due at the time the Work is fully completed and accepted and the contract, including the E.B.E. Rider, is fully performed. Payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

Upon filing of a Completion Affidavit by the CONTRACTOR that the Work is ready for final observation and acceptance, the Board of Public Works will direct the ENGINEER to promptly make such observation, and will direct the Contract Compliance Department of the OWNER to make a final recommendation on whether the CONTRACTOR made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider.

When the ENGINEER finds the Work acceptable under the contract, and the contract is fully performed, it shall so inform the

Board of Public Works. Likewise, when the **Contract Compliance Department** determines that the **CONTRACTOR'S** efforts constitute good faith efforts to attain **E.B.E.** goal as agreed in the **E.B.E. Rider**, it shall so inform the **Board of Public Works** through an **E.B.E. Compliance Final Report**.

Upon receiving both the **ENGINEER'S** and the **Contract Compliance Department's** recommendations, the **Board of Public Works** shall issue a **final certificate** stating that the Work provided for in this Contract has been completed and is accepted, and further stating that the **E.B.E. Rider** goal has been met. Thereupon, the **entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the Work have been fully paid, and all required manpower utilization reports for this Project have been submitted.

In the event that the **Board of Public Works** determines that good faith compliance with the **E.B.E. Rider** has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the **E.B.E. Rider** attached hereto. Said amount shall be added to the City of Fort Wayne **E.B.E. Bond Guarantee Fund** and the **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000, the contract will be subject to the standard **Board of Public Works** escrow agreement. However, payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with the **E.B.E. Rider**, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the **E.B.E. Rider** attached hereto.

ARTICLE 6 CONTRACTOR'S REPRESENTATION

In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

6.1 **CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface and latent physical conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon

which CONTRACTOR is entitled to rely.

6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 00510-1 to 00510-9, inclusive)
- 7.2 Exhibits to this Agreement
- 7.3 E.B.E. Rider (pages 00515-1 to 00515-3, inclusive)

- 7.4 Bid Form (pages 00300-1 to 00300-9, inclusive)
- 7.5 State Form 96 (pages 1 to 4, inclusive)
- 7.6 Addenda numbers ____ to ____, inclusive
- 7.7 Notice of Award
- 7.8 Notice to Proceed
- 7.9 Supplementary Conditions
- 7.10 General Conditions
- 7.11 Specifications bearing the title "The fabrication and erection of a new 1,500,000 gallon steel elevated fluted pedestal water tank, including foundation, painting, piping, site work and accessories, 'Young Road Tank,' in Fort Wayne, Indiana" and consisting of the divisions and pages as listed in the table of contents thereof.
- 7.12 Drawings bound with the specifications
- 7.13 Performance, Labor & Material Payment and all other required Bonds
- 7.14 Certificate of Insurance
- 7.15 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.16 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no other Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions and in the Supplementary Conditions will have the meanings indicated in the Supplementary Conditions, or if not contained in the Supplementary Conditions they will have the meanings indicated in the General Conditions.

00510-6

8.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically without limitations moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

8.5 The CONTRACTOR agrees to protect, defend, and save harmless the OWNER and ENGINEER against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the Work covered by this agreement; and the CONTRACTOR further agrees to indemnify and save harmless the OWNER and ENGINEER from suits or actions of every nature and description brought against them for, or on account of any injuries or damages received or sustained by any party or parties, by, or from the acts of the CONTRACTOR, his servants, or agents.

8.6 Nondiscrimination of Labor: The CONTRACTOR agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The CONTRACTOR shall file a Manpower Utilization Report for this Project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

8.7 Prevailing Wage Scale: The CONTRACTOR agrees to pay, and also require of his Subcontractors that they pay wage rates on the Work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included

in the bid documents ten (10) days after completion of construction or upon request of the Office of Compliance.

8.8 Council Approval: This Agreement, although executed on behalf of the OWNER by the Mayor and the Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

8.9 Jurisdiction: This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate the day and year first above written. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER

CITY OF FORT WAYNE

BY: Kathy Fienel, Controller for
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS

BY: Linda Buskirk
Linda Buskirk, Chairman

BY: C. James Owen, Member

BY: Terrance E. McCaffrey, Member
JOHN STAFFORD

Address for giving notices

The City of Fort Wayne
Fort Wayne City Utilities
Board of Public Works
City/County Building
One Main Street, Room 920
Fort Wayne, Indiana 46802

APPROVED AS TO FORM AND LEGALITY BY:

CONTRACTOR

Pitt-Des Moines, Inc.

Name

3400 Grand Avenue

Address

Pittsburgh, PA 15225

City

State

Zip

BY: David R. Mellott
(If CONTRACTOR is a
corporation, attach evidence
of authority to sign.)

David R. Mellott, Attorney-In-Fact

[CORPORATE SEAL]

Attest: Patricia J. Crick
Patricia J. Crick, Clerk

Address for giving notices

Indiana Agent for Service Sh.
of Process:

CT Corporation Systems
Principal Office One N. Capitol Bldg.
Indianapolis In. 46204

Associate City Attorney

00510-9

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as OWNER and PITT-DES MOINES, INC., hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, the CONTRACTOR is the apparent low bidder on construction project commonly referred to as the Northeast Elevated Storage Tank, which project was bid under Contract Number 97-W-01; and

WHEREAS, CONTRACTOR agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as E.B.E.'s as subcontractors on this project is 2% of the contract amount; and

WHEREAS, OWNER has, pursuant to Executive Order 90-01 (as amended 12-19-91), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 12-19-91); and

WHEREAS, said Executive Order (as amended 12-19-91) states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, OWNER awards the construction contract to the CONTRACTOR.
2. E.B.E. Retainage requirements - If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten percent (10%) of the total amount owing to insure compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has

made a good faith effort to subcontract 2% of the contract amount to emerging business enterprises, the contractor will be paid in full.

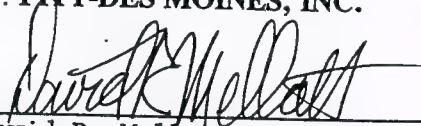
In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver - If, at the time final payment application is made, contractor has not attained the 2% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 2% E.B.E. goal.
4. Determination of Waiver Requests - The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se. - In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of noncompliance - In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. Waiver approved - In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed the E.B.E. Rider this 18 day of JUNE, 1997.

By: PFTT-DES MOINES, INC.



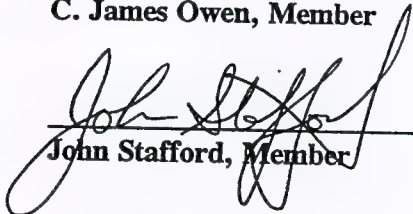
David R. Mellott
Attorney-In-Fact

BOARD OF PUBLIC WORKS



Linda Buskirk, Chairman

C. James Owen, Member



John Stafford, Member

ATTEST:



Patricia J. Crick, Clerk

DIGEST STREET

TITLE OF ORDINANCE: Water Contract 97-W-01, Northeast Elevated Storage Tank (Young Road Tank)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Water Contract 97-W-01 is for the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc. necessary as follows:

The fabrication and erection of a new 1,500,000 gallon steel elevated fluted pedestal water tank, including foundation, painting, site work and accessories. Pitt-Des Moines, Inc. is the contractor.

EFFECT OF PASSAGE: New water tank will be constructed.

EFFECT OF NON-PASSAGE: New water tank will not be constructed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$1,628,312.00 (WATER BOND)

ASSIGNED TO COMMITTEE (PRESIDENT): _____

CITY**UTILITIES**

MEMO

INTER-OFFICE

WATER UTILITY

DATE: June 20, 1997

TO: Common Council Members

FROM: Tim A. Warren, Manager of Water Engineering

RE: Support of Ordinance for Northeast Elevated Storage Tank (Young Rd. Tank)
Water Contract 97-W-01

BACKGROUND:

The current elevated storage tank located northeast of the intersection of St., Joe Center and Maplecrest Roads was part of INBALCO, a private utility company that served St. Joseph Township until Fort Wayne City Utilities purchased INBALCO in 1981. The tank was originally designed and constructed to operate under the conditions imposed by the private utility. When the tank was added to Fort Wayne City Utilities Service area, it was inadequate to meet the growing needs of customers in northeast Fort Wayne. Construction of a new elevated tank and the related water distribution piping in the northeast end of the water utility's distribution system is essential to improve water pressure in St. Joseph Township.

SUPPORT:

This 1.5 million gallon elevated storage tank project will replace the existing 0.5 million gallon Maplecrest Road Elevated Storage Tank. Construction of the new tank and the related infrastructure will provide the following benefits:

- Increased water pressure during periods of high consumption such as summer months.
- Provide additional source of water for fire protection.

- Assure more dependable service during potential periods of extended power outages.
- Provide supplemental served during emergency situations such as main breaks.

RECOMMENDATIONS:

The Fort Wayne Water Utility recommends support of this project for the following reasons:

- This project will fulfill the recommendation of the 1985 Pitometer Master Plan for the construction of an elevated storage tank to replace the existing incompatible Maplecrest Road Storage tank.
- This project is funded by a Water Bond Issue and will not require an increase in water rates to pay for this project..
- This project was competitively bid and was the lowest of three bidders.

Read the first time in full and on motion by Bender,
and duly adopted, read the second time by title and referred to the Committee on
City of Fort Wayne, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at
o'clock _____ M., E.S.T.

DATED: 6-24-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds,
and duly adopted, placed on its passage. PASSED
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE				<u>✓</u>
SCHMIDT	<u>✓</u>			

DATED: 7-8-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,

as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____

(ZONING) _____ ORDINANCE _____ RESOLUTION NO. S-66-97

on the 8th day of July, 19 97

ATTEST: Sandra E. Kennedy SEAL D. Schmidt
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
9th day of July, 19 97,
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 9th day
of July, 19 97, at the hour of 6:20
o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. S-97-06-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARTIN A. BENDER - CLETUS R. EDMONDS - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON CITY UTILITIES
TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving
Contract 97-W-01, NORTHEAST ELEVATED STORAGE TANK between ITT-DES MOINES,
INC. and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND ~~BEG~~ LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Handwritten signatures: Cletus R. Edmonds, Martin A. Bender, Jay W. Capps, and another signature]

DATED: 7-8-97.

Sandra E. Kennedy
City Clerk